

# Dilks & Knopik

## Assignment Agreement

This Assignment Agreement (the "Agreement") is entered into as of Tuesday, September 25, 2018 (the "Effective Date") by and between Dilks & Knopik, LLC, a Washington Limited Liability Company, with a principal place of business at 35308 SE Center Street, Snoqualmie, WA 98065, (the "Assignee") and Jim Handelman for himself and the estate of Gloria Handelman with an address of 2657 Windmill Parkway, #120, Henderson NV 89074 (the "Assignor").

### 1. Recitals

1.1. Assignor is/was a properly named and lawful creditor in USA Commercial Mortgage Company (2:06-bk-10725) as filed in the District of Nevada (the "Case"). As a creditor in the Case, Assignor was entitled to distribution of funds from the assets of the Debtor's Bankruptcy Estate in the amount of \$1,543.89 (the "Funds"). Remittance to Assignor was not successful, and pursuant to Federal Rule of Bankruptcy Procedure 3011 and 11 U.S.C. 347, the Funds were deposited into the Registry of the Court. The Funds then being subject to withdrawal in accordance with 28 U.S.C. 2042.

1.2. Assignor not desirous of attempting collection of the Funds, nor wishing to incur the time and expense of such collection, does hereby wish and does assign, and convey to the Assignee, for good and valuable consideration, all of Assignor's rights, title and interest in the Funds, without the presence of undue influence or coercion.

1.3. In the event that the Funds do not provide remittances to the assignee within 400 days of the assignment, transfer, or conveyance by Assignor then the account(s) so specified will revert all rights, title, and interest in the account(s) to the Assignor thereby ending any further collection efforts by the Assignee on the specified account(s) that did not provide remittance by the Assignee.

NOW THEREFORE, in consideration of mutual obligations, covenants, representations, and warranties herein, the parties agree as follows:

### 2. Assignment of Interest.

2.1. *Assets Assigned.* The assets herein assigned to Assignee are those stated in paragraph 1.1 above, or if more than one creditor claim was made in the Cases identified in Schedule 1, attached hereinto and incorporated by reference, that collectively are the Funds held for the benefit of Assignor by the Clerk of the Court identified in paragraph 1.1 in the Unclaimed Funds Registry.

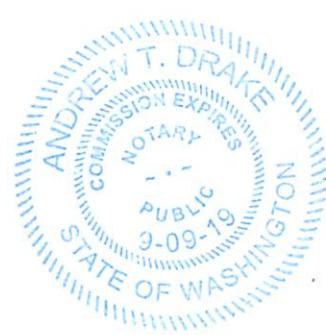
2.2. *Assignment of Interest.* As herein stated Assignor, hereby does assign, transfer and convey all of Assignor's rights, title, and interest in the Funds, in an AS IS basis, for good and valuable consideration without undue influence or coercion, and of his/her/its free will. In the interest of consummating this Agreement, both parties do acknowledge and agree to fulfill their obligations herein to affect the lawful assignment, transfer, and conveyance of the Funds to Assignee.

2.3. *Consideration.* The consideration herein given by Assignee to Assignor shall be the sum of \$ [REDACTED], to be paid by any lawful tender upon execution of this Agreement, receipt of the Funds, and fulfillment of the obligations hereunder.

On this 12<sup>th</sup> day of November, 2018, I certify  
that the preceding or attached document titled  
(Assignment Agreement),  
(4 pages) is a true, accurate, complete and  
redacted copy of the original being held at  
35308 SE Center Street, Snoqualmie, WA 98065

Andrew T. Drake – Notary Public

My commission expires: September 9<sup>th</sup>, 2019



2.4. *Power of Attorney.* To the extent necessary under applicable law, the Assignor does hereby appoint for the limited purpose of collection of the Funds and fulfillment of Assignor's obligation(s) under this Agreement, Dilks and Knopik, LLC as its attorney-in-fact.

3. **Closing.** The closing of the transaction herein shall be done immediately upon fulfillment of each party's obligations hereunder, or on such other date as the parties may agree (the "Closing Date"). At the closing, Assignor shall deliver an original of this Agreement and such other documents as may be required to consummate this transaction, and Assignee shall deliver a countersigned Agreement and any other document(s) requiring countersignature, and the consideration herein. Any closing costs shall be paid by the party incurring such costs.

#### 4. **Representations and Warranties.**

4.1 *Assignor.* Assignor does hereby represent and warrant that (a) he/she/it is legally competent to execute this Agreement, and has full power, authority and legal right to execute, deliver, and perform as agreed under this Agreement, (b) that he/she/it is the sole and lawful entity entitled to the Funds herein assigned to Assignee, (c) that he/she/it has not otherwise pledged, sold, assigned, transferred, or conveyed the interest herein assigned to Assignee to any other party, person or entity, in whole or in part, providing such proof as may be necessary (d) that he/she/it is not involved in any legal proceeding that may affect any right to assign, transfer or convey to Assignee the interest in the Funds herein contemplated, (e) that he/she/it performs under this contract without undue influence or coercion on the part of the Assignee or any other party, and (f) that he/she/it shall cooperate with Assignee to fulfill his/her/its obligations under this Agreement and to Assignor, including execution of this Agreement and such other documents as may be necessary to effect the assignment to Assignee without delay. Assignor has verified that all Funds are currently owned by Assignor.

4.2 *Assignee.* Assignee does hereby represent and warrant that it has full power, authority and legal right to execute this Agreement, and shall cooperate with Assignor to fulfill its obligations under this Agreement.

#### 5 **General Provisions.**

5.1 *Enforceability.* This Agreement constitutes full understanding of the parties superseding any and all prior agreements, oral or written, and the binding obligations of the parties in accordance with its terms except as may be limited by operation of law.

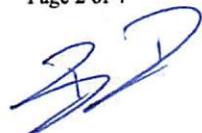
5.2 *Binding Effect.* The terms and provisions of this Agreement shall be binding on and inure to the benefit of the successors, assigns, heirs, and legatees of the parties.

5.3 *Notices.* Any notices required to be provided hereunder shall be delivered to the address of each party as first stated above, or such other address of which each party may notice the other.

5.4 *Headings.* All headings contained herein are for convenience of reference and organization only, and shall not be construed or interpreted to be part of this Agreement, nor affect in any way its meaning or interpretation.

5.5 *Mutual Writing.* This Agreement has been drafted by mutual contribution of the parties, and shall not be construed against either party due to authorship.

5.6 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



5.7 *Advice of Counsel.* Assignor has sought independent legal advice or hereby waives the opportunity to seek such legal advice prior to the execution of this Agreement.

5.8 *Severability.* In the event any provision herein is deemed to be invalid, illegal, or unenforceable, such provision shall be removed, but all other provisions herein shall remain in full force and effect.

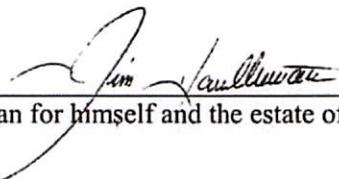
5.9 *Choice of Law.* This Agreement shall be interpreted in the law of Washington State, any disputes, claims, or controversies arising under or related to it shall be brought in a court of competent jurisdiction in King County, Washington. In the event of matter brought before a court, both parties waive its right to trial by jury, and specifically agree that any matter brought by either party may be decided by a bench trial, or if appropriate by arbitration under the rules of the court governing such procedure.

5.10 *Time of the Essence.* The parties hereto acknowledge that time is of the essence in the performance of all obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Assignor:

Jim Handelman for himself and the estate of Gloria  
Handelman



Assignee:

Dilks & Knopik, LLC  
Brian J Dilks - Member



# Dilks | & | Knopik

## NOTICE OF ASSIGNMENT

For good and valuable consideration, the undersigned, Jim Handelman for himself and the estate of Gloria Handelman ("Assignor"), hereby, assigns, conveys and transfers over and unto Dilks & Knopik, LLC ("Assignee"), any and all of right, title and interest in and to the below referenced funds/claim(s).

The Assigned funds/claim(s):

Debtor: USA Commercial Mortgage Company  
Court: United States Bankruptcy Court - District of Nevada

Case Number: 2:06-bk-10725

Chapter:

Original Creditor: Handelman Gloria & Jim

Unclaimed Amount: \$1,543.89

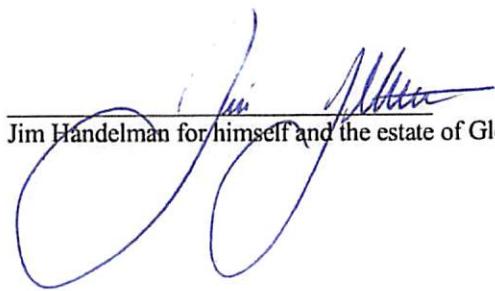
Claim #: 1468

Purchase Price: \$ [REDACTED]

CLAIM(S) ARE BEING ASSIGNED "AS-IS, WHERE-IS" WITH NO WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXCEPT AS EXPRESSLY PROVIDED IN THE ASSIGNMENT AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties hereto have caused this notice of assignment to be executed as of the Tuesday, September 25, 2018.

Jim Handelman for himself and the estate of Gloria Handelman



**STATE OF NEVADA**  
**CERTIFICATION OF VITAL RECORD**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF HEALTH - VITAL STATISTICS**

**CERTIFICATE OF DEATH**

2014018329

STATE FILE NUMBER

TYPE OR PRINT IN PERMANENT BLACK INK	1a. DECEASED-NAME (FIRST,MIDDLE,LAST,SUFFIX) Gloria HANDELMAN				2. DATE OF DEATH (Mo/Day/Year) November 06, 2014	3a. COUNTY OF DEATH Clark	
	3b. CITY, TOWN, OR LOCATION OF DEATH Las Vegas		3c. HOSPITAL OR OTHER INSTITUTION -Name(if not either, give street and number) 10648 San Palatina Street	3e If Hosp. or Inst. indicate DOA, OP/Emar. Rm. Inpatient(Specify)		4. SEX Female	
DECEDENT  IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS	5. RACE White (Specify)		6. Hispanic Origin? Specify No - Non-Hispanic	7a. AGE-Last birthday (Years) 83	7b. UNDER 1 YEAR MOS DAYS	7c. UNDER 1 DAY HOURS MINS	8. DATE OF BIRTH (Mo/Day/Yr) 1931
	9a. STATE OF BIRTH (If not U.S.A. name country) California		9b. CITIZEN OF WHAT COUNTRY United States	10 EDUCATION 15	11 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Married	12 SURVIVING SPOUSE (if wife, give maiden name) James HANDELMAN	
PARENTS	13. SOCIAL SECURITY NUMBER 4355		14a. USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even If Retired) Executive	14b. KIND OF BUSINESS OR INDUSTRY Pow/mia Bracelets		Ever in US Armed Forces? No	
	15a. RESIDENCE - STATE Nevada	15b. COUNTY Clark	15c. CITY, TOWN OR LOCATION Las Vegas	15d. STREET AND NUMBER 10648 San Palatina Street		15e. INSIDE CITY LIMITS (Specify Yes or No) No	
16. FATHER/PARENT - NAME (First Middle Last Suffix) Raymond Baird WELLS				17. MOTHER/PARENT - NAME (First Middle Last Suffix) Lura Mae FARQUHARSON			
DISPOSITION	18a. INFORMANT- NAME (Type or Print) Heidi GILDRED		18b. MAILING ADDRESS (Street or R.F.D. No. City or Town, State, Zip) 1350 Neptune Avenue Encinitas, California 92024				
	19a. BURIAL, CREMATION, REMOVAL, OTHER (Specify) Burial		19b. CEMETERY OR CREMATORIUM - NAME Westwood Village Memorial Park Cemetery		19c. LOCATION City or Town State Los Angeles California 90045		
TRADE CALL  CERTIFIER	20a. FUNERAL DIRECTOR - SIGNATURE (Or Person Acting as Such) LAURA SUSSMAN SIGNATURE AUTHENTICATED		20b. FUNERAL DIRECTOR LICENSE 679	20c. NAME AND ADDRESS OF FACILITY Kraft-Sussman Funeral Service, Inc 3975 S Durango Drive, Ste 104 Las Vegas NV 89147			
	21a. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) <b>SIGNATURE AUTHENTICATED</b> <b>MARIA REGALADO MD</b>		22a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title)				
21b. DATE SIGNED (Mo/Day/Yr) November 08, 2014		21c. HOUR OF DEATH 16:44	22b. DATE SIGNED (Mo/Day/Yr)		22c. HOUR OF DEATH		
21d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		22d. PRONOUNCED DEAD (Mo/Day/Yr)		22e. PRONOUNCED DEAD AT (Hour)			
23a. NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR CORONER) (Type or Print) MARIA REGALADO MD 3750 S Jones Blvd Ste 100 Las Vegas, NV 89103				23b. LICENSE NUMBER 8966			
REGISTRAR	24a. REGISTRAR (Signature) <b>NANCY BARRY</b> <b>SIGNATURE AUTHENTICATED</b>		24b. DATE RECEIVED BY REGISTRAR (Mo/Day/Yr) November 12, 2014	24c. DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
	25. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c).)		Interval between onset and death: 2-3 Days				
CAUSE OF DEATH  CONDITIONS IF ANY WHICH HAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST	PART I (a) Cardiorespiratory arrest		Interval between onset and death: 2-3 Days				
	(b) DUE TO, OR AS A CONSEQUENCE OF: Pneumonia		Interval between onset and death:				
	(c) DUE TO, OR AS A CONSEQUENCE OF: Congestive heart failure		Interval between onset and death:				
	(d) DUE TO, OR AS A CONSEQUENCE OF:		Interval between onset and death:				
PART II OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not resulting in the underlying cause given in Part I.				26. AUTOPSY (Specify Yes or No) No	27. WAS CASE REFERRED TO CORONER (Specify Yes or No) Yes		
28a. ACC. SUICIDE, HOM., UNDET. OR PENDING INVEST. (Specify)		28b. DATE OF INJURY (Mo/Day/Yr)	28c. HOUR OF INJURY	28d. DESCRIBE HOW INJURY OCCURRED			
28e. INJURY AT WORK (Specify Yes or No)		28f. PLACE OF INJURY- At home, farm, street, factory, office building, etc. (Specify)	28g. LOCATION	STREET OR R.F.D. NO.	CITY OR TOWN	STATE	

STATE REGISTRAR

VRS-Rov-20120523a

"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Southern Nevada Health District from State certified documents authorized by the State Board of Health pursuant to NRS 440.175.

8000102494 NOV 13 2014  
DATE ISSUED:

Registrar of Vital Statistics  
By: *Nancy Barry*

This Copy not valid unless prepared on engraved border displaying date, seal and signature of Registrar  
SOUTHERN NEVADA HEALTH DISTRICT • P.O. Box 3902 • Las Vegas, NV 89127 • 702-759-1010 • Tax ID # 88-0151573

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

